

Tyler Hawkes (13063)  
THE RUDD FIRM, P.C.  
201 S. Main, Ste. 275  
Salt Lake City, UT 84111  
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Email: [tyler@ruddfirm.com](mailto:tyler@ruddfirm.com)

*Attorneys for Debtors*

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**IN THE UNITED STATES BANKRUPTCY COURT**  
**FOR THE DISTRICT OF UTAH**

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In re:  DAVID G. LIVINGSTON ROBYN L. LIVINGSTON  Debtor(s).	Bankruptcy No. 13-31501  Chapter 13  Filed Electronically  The Honorable William T. Thurman
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**MOTION FOR ORDER APPROVING LOAN MODIFICATION AGREEMENT**

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Debtor, by and through counsel, files the following Motion for Order Approving  
Loan Modification Agreement and represents as follows:

1. On October 8, 2013, Applicant filed a Petition for Relief under Chapter 13 of Title 11 of the United States Code.
2. As part of the bankruptcy estate, Applicant's real property located at 515 S. 400 W., Centerville, UT 84014 [hereinafter referred to as the "Real Property"] encumbered by a trust deed held by Creditor, Ocwen Loan Servicing, LLC [hereinafter referred to as "Ocwen"].
3. Following the filing of the Petition, Applicant obtained an offer and terms

for a loan modification modifying the first mortgage on the Real Property as detailed in the letter dated March 19, 2014 attached to and made a part of this Motion as Exhibit "A".

4. In order to finalize that loan modification, Ocwen Loan Servicing LLC has required Applicants to obtain an Order approving the offer and terms of the loan modification.
5. Principal terms of the proposed loan modification are as follows:
  - a. Arrears will be capitalized to the current unpaid principal balance;
  - b. Interest will be modified to 4.625% through loan maturity as set forth in Exhibit "A"; and
  - c. The monthly post modification payment (with probable applicable escrow adjustments) will be reduced to \$1,737.36 through loan maturity.
6. Debtor will file appropriate Amended Schedules I and J to include the changes as set forth in the loan modification.
7. The loan modification will reduce the Debtors' monthly mortgage payment.

Dated this 1st day of April, 2014.

/s/ Tyler Hawkes  
Counsel for Debtor

**CERTIFICATE OF MAILING**

A true and correct copy of the foregoing paper was served via First-class Mail to the attached mailing matrix and electronically to all parties entitled to receive CM/ECF notice in this case.

April 1, 2014  
Date

/s/ Tyler Hawkes  
Signature of Individual

Label Matrix for local noticing  
1088-2  
Case 13-31501  
District of Utah  
Salt Lake City  
Tue Apr 1 16:12:42 MDT 2014

America First Credit Union

PO BOX 9199

Ogden, UT 84409-0199

American Express  
455 North 3rd St  
Suite 260  
Phoenix, AZ 85004-3937

American Express Centurion Bank  
c/o Becket and Lee LLP  
POB 3001  
Malvern, PA 19355-0701

Kevin R. Anderson tr  
405 South Main Street  
Suite 600  
Salt Lake City, UT 84111-3408

Jesse A.P. Baker  
Pite Duncan LLP  
4375 Jutland Drive, Suite 200  
PO Box 17933  
San Diego, CA 92177-7921

Chase  
PO Box 15548  
Wilmington, DE 19886-5548

Citi Cards  
PO Box 6500  
Sioux Falls, SD 57117-6500

Citibank, N.A.  
701 East 60th Street North  
Sioux Falls, SD 57104-0493

Discover  
PO Box 29033  
Phoenix, AZ 85038-9033

Discover Bank  
DB Servicing Corporation  
PO Box 3025  
New Albany, OH 43054-3025

First Professional Services Corporation  
8841 S. Redwood Road Suite B  
West Jordan, UT 84088-9290

GMAC/Ally Mortgage  
P.O. Box 951  
Horsham, PA 19044-0951

Arnold L. Graff  
Pite Duncan, LLP  
4375 Jutland Dr.  
Suite 200  
P.O. Box 17933  
San Diego, CA 92177-7921

Gurjeet S Grover  
4403 Harrison Ste 3815  
Ogden, UT 84403-3330

Tyler Hawkes  
The Rudd Firm, PC  
201 S. Main Street,  
Suite 275  
Salt Lake City, UT 84111-2360

Home Depot Credit Services  
PO Box 790328  
Saint Louis, MO 63179-0328

Intermountain Bountiful Pharmacy  
390 North Main  
Bountiful, UT 84010-6046

Intermountain Healthcare  
P.O. Box 27808  
Salt Lake City UT 84127-0808

Intermountain Medical Group  
PO Box 34578  
Seattle, WA 98124-1578

Lakeview Hospital  
PO Box 740757  
Cincinnati, OH 45274-0757

Lakeview Hospital  
Resurgent Capital Services  
PO Box 1927  
Greenville, SC 29602-1927

David G Livingston  
515 South 400 West  
Centerville, UT 84014-2125

Robyn L Livingston  
515 South 400 West  
Centerville, UT 84014-2125

Mountain Medical  
PO Box 29684  
Phoenix, AZ 85038-9684

Ocwen Loan Servicing, LLC  
ATTN: Bankruptcy Department  
1100 Virginia Drive Suite 175  
Fort Washington, PA 19034-3204

Ocwen Loan Servicing, LLC  
c/o PITE DUNCAN, LLP  
4375 Jutland Drive, Suite 200  
P.O. Box 17933  
San Diego, CA 92177-7921

(p)PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

Scott A Erickson  
440 Medical Drive  
Suite 4  
Bountiful, UT 84010-4951

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South Davis Metro Fire Agency  
PO Box 27768  
Salt Lake City, UT 84127-0768

United States Trustee  
Ken Garff Bldg.  
405 South Main Street  
Suite 300  
Salt Lake City, UT 84111-3402

Utah State Tax Commission  
Attn Bankruptcy Unit  
210 North 1950 West  
Salt Lake City, UT 84134-9000

(p) ZIONS FIRST NATIONAL BANK  
LEGAL SERVICES UT ZB11 0877  
P O BOX 30709  
SALT LAKE CITY UT 84130-0709

Gale K. x5Francis  
Office of the Attorney General  
160 East 300 South  
Fifth Floor  
P.O. Box 140874  
Salt Lake City, UT 84114-0874

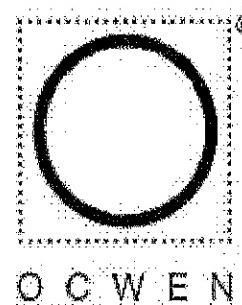
The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Portfolio Recovery Associates, LLC POB 41067 Norfolk VA 23541	Zions Bank PO Box 1507 Salt Lake City, UT 84110	(d) Zions First National Bank Legal Services UT ZB11 0877 P.O. Box 30709 Salt Lake City, UT 84130
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The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Ocwen Loan Servicing, LLC	End of Label Matrix
	Mailable recipients 34
	Bypassed recipients 1
	Total 35

# EXHIBIT “A”



Date: 3/19/2014

RE: Client's Name David & Robin Livingston  
Case Number 13-31501  
Account Number 687595434  
Property Address 515 S. 400 West  
Centerville, UT 84014

Dear Tyler Hawkes,

Enclosed is the executed permanent Modification Agreement from our Debtor(s) that we need you to obtain court approval in order for us to complete the permanent modification. Be advised that a motion to approve this modification must be filed **within 30 days** of this letter or the modification will be denied. Also, note that all post permanent modification payments must be made prior to execution of modification.

If you have any further questions regarding this matter, please call 1-800-850-4622.

Sincerely,

Bankruptcy Loss Mitigation

March 11, 2014

DAVID G LIVINGSTON  
ROBYN L LIVINGSTON  
515 S 400 W  
CENTERVILLE UT 84014



Ocwen Loan Servicing, LLC  
PO Box 780  
Waterloo, IA 50704-0780  
HELPING HOMEOWNERS IS WHAT WE DO!™  
OCWEN.MORTGAGEBANKSITE.COM

OCWEN

Re: Account Number 0687595434  
515 S 400 WEST  
CENTERVILLE UT 84014

Dear DAVID G LIVINGSTON ROBYN L LIVINGSTON

**Congratulations! Your request for a loan modification has been approved subject to the following:**

- Receipt of \$0.00 (for items owed that cannot be added in the loan amount)
- Receipt of the signed and (if applicable) notarized and/or witnessed loan modification agreement and any attachments
- Receipt of clear title, if applicable

Highlights of the enclosed Loan Modification Agreement and instructions for completing and returning it are as follows:

- The amount of \$0.00(for items owed that cannot be included in the loan amount) is due in our office by March 21, 2014.
- The beginning interest rate is 4.625%. If you are approved for a step rate modification, the adjustment terms are listed in the Modification Agreement.
- This modification may incorporate principal deferment of \$0.00 that will result in a principal payment that will be due when the term of your loan expires March 1, 2054 (Maturity Date).
- This type of modification may incorporate some forgiveness of principal and/or interest, resulting in a reduction of your New Principal Balance. The amount of your principal forgiveness will be \$0.00 and interest will be \$0.00. *This may result in a tax consequence to you and we encourage you to contact a tax professional to discuss any questions you may have.*
- The first modified payment begins April 1, 2014. To accept this offer you may return the modification agreement along with payment of \$1,737.36, which will be applied towards your first payment after the modification executes. *This amount is not your new regular payment, as an escrow analysis will be run upon receipt and execution of this offer.*
- **Modified Payment Amount**

Principal and Interest	\$1,299.35
Escrow	\$438.01
<b>Total Payment</b>	<b>\$1,737.36</b>

- **If executing an ink signature (paper), enclosed are multiple copies of the Modification Agreement; please retain one copy for your records and return all other original Modification Agreements. You must sign and return the Modification Agreements to us in the enclosed, pre-paid envelope. The signed Modification Agreement must be received in our office on or before March 21, 2014.** If the Modification Agreements have notary provisions at the end; do NOT sign the enclosed Loan Modification Agreements unless you are in the presence of a notary. These documents must be signed in the presence of a notary and (if applicable) other witnesses. All of the documents must be executed by all parties included in the document and the signatures must be exactly as the names are typed. If you do not send the Modification Agreements and \$0.00 (for items owed that cannot be added in the loan amount) (if applicable) by the above due date, you must contact us if you still wish to have your loan modified.
- Any delays in receipt of Trial Period Plan payments, if applicable, may have increased the delinquent interest being capitalized, which would have impacted all the balances calculated within the proposed modification.
- If any modification closing costs are more than projected, the difference will be assessed to the account.

- All miscellaneous fees and costs – excluding late charges – may not have been included in the loan modification and will remain outstanding, which may include title and recording costs when applicable.
- We are required to report factual information to the credit reporting agencies. Upon completion of the modification, when we next report your loan to the credit agencies, we will report your loan as modified. If you fail to successfully complete the modification and your loan is not permanently modified, accurate reporting will continue including any adverse reporting.
- For loans with mortgage insurance, the mortgage insurance premium may be subject to change following permanent modification. Any change would be proportionate to the modified loan amount, including any deferred balance, and would be reflected in a future escrow analysis following permanent modification.
- It is expressly understood and agreed that the Borrower is responsible for all his/her attorneys' fees and costs in any foreclosure action that may be currently pending and subsequently dismissed as a result of this Agreement and that no claim therefore shall be subsequently made against Ocwen Loan Servicing, LLC.

Please note: All terms of the modification (including any adjustments if you are approved for a step rate modification) are detailed in the Modification Agreement. Please review the Modification Agreement in its entirety prior to signing.

The signed loan modification documents and \$0.00 (for items owed that cannot be added in the loan amount) must be received in our office on or before March 21, 2014. Please return to:

Ocwen Loan Servicing, LLC  
3700 J Street SW  
Suite 9595  
Cedar Rapids, IA 52404

**IMPORTANT!** The loan modification will not be complete until we receive all properly executed documents and \$0.00 (for items owed that cannot be added in the loan amount). If the modification is not completed we will continue to enforce our lien. If the conditions outlined above are not satisfied the modification will be withdrawn.

**AUTOMATIC PAYMENTS:** We know how busy your life is; let us make it simpler! Enclosed is the authorization form to enroll in the automatic payment deduction plan at no cost to you! Please complete and return the enrollment form and you will be notified when the deductions will begin. Take comfort in knowing your payments will be automatically deducted when they are due.

If you have any questions or need to discuss these requirements please contact your Relationship Manager, KATIE TRAEGER at 1-877-928-4622 extension 2368890 between the hours of 8:00 a.m. and 9:00 p.m. Monday through Friday central standard time. If your agent is not available one of their team members will assist you.

KATIE TRAEGER  
Loan Servicing

Enclosures

**Notice Regarding Bankruptcy:** Please be advised that if you are part of an active Bankruptcy case or if you have received an Order of Discharge from a Bankruptcy Court, this letter is in no way an attempt to collect either a pre-petition, post petition or discharged debt. If your bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If you have received an Order of Discharge in a Chapter 7 case, any action taken by us is for the sole purpose of protecting our lien interest in the underlying mortgaged property and is not an attempt to recover any amounts from you personally. Finally, if you are in an active Chapter 11, 12 or 13 bankruptcy case and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your plan.

Investor Loan # 1712162695

Custodian ID: A1

This document was prepared by Ocwen Loan Servicing, LLC

**After Recording Return To:**

Ocwen Loan Servicing, LLC  
Attention: Loss Mitigation  
3700 J Street SW  
Suite 555  
Cedar Rapids, IA 52404

\_\_\_\_\_  
*{Space Above This Line For Recorder's Use}*

## **NON-HAMP LOAN MODIFICATION AGREEMENT**

Loan Modification Agreement ("Agreement") made this March 11, 2014 between DAVID G LIVINGSTON ROBYN L LIVINGSTON ("Borrower") and Ocwen Loan Servicing, LLC, Lender/Servicer or Agent for Lender/Servicer ("Lender"), amends and supplements that certain promissory note ("Note") dated August 26, 2010 in the original principal sum of Three Hundred Seventeen Thousand Five Hundred Dollars and No Cents (\$317,500.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on with Instrument Number in Book and/or Page Number of the real property records of DAVIS County, UT. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 515 S 400 WEST CENTERVILLE UT 84014, which real property is more particularly described as follows:

### **( Legal Description If Applicable for Recording Only )**

Borrower acknowledges that "Lender" is the legal holder and the owner, or agent/servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if "Lender" transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$283,931.16.
2. The Maturity Date is March 1, 2054.
3. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument.
4. Interest will be charged on the unpaid, non-deferred, "New Principal Balance" until the non-deferred principal has been paid in full. Borrower promises to pay interest at the rate of 4.625% from March 1, 2014 until I payoff my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due. The rate of interest I pay will change based upon Payment Schedule below.
5. Borrower promises to make monthly principal and interest payments of \$1,299.35, beginning on April 1, 2014, and continuing thereafter on the same day of each succeeding month, according to the Payment Schedule below until all principal and interest is paid in full. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, Iowa, 50702 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.

If Step Rate:

#### PAYMENT SCHEDULE

Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Payment Ends On
4.625%	March 1, 2014	\$1,299.35	\$438.01, may adjust periodically	\$1,737.36, may adjust periodically	April 1, 2014	March 1, 2054

6. If on March 1, 2054 (the "Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, including any "Deferred Principal Balance" as provided for in this Agreement, Borrower will pay these amounts in full on that date.
7. If "Lender" has not received the full amount of any monthly payment within the grace period provided for in the original Note or as otherwise provided for by law, Borrower will pay a late payment fee to "Lender" in an amount calculated based on the late charge percentage provided for in the original Note, or as otherwise provided for by law, and the monthly payment required under this Agreement, with a maximum as provided for in the Note, or otherwise provided by law. Borrower will pay this late charge promptly, but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.
8. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement, or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend, rearrange, or extend (if applicable) the time and

the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

9. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.
10. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.
11. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Executed effective as of the day and year first above written.

3/15/14

David G Livingston

Date

DAVID G LIVINGSTON

3/15/14

Date

Robyn L Livingston

ROBYN L LIVINGSTON

Date

Date

#### BORROWER ACKNOWLEDGMENT

State of Utah

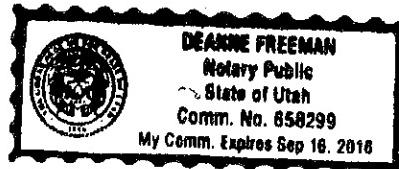
County of Davis

On March 15, 2014, before me Deanne Freeman, personally appeared DAVID G LIVINGSTON ROBYN L LIVINGSTON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Deanne Freeman  
Notary Public

My Commission Expires: 9-16-16



Ocwen Loan Servicing, LLC

By: \_\_\_\_\_  
Authorized Officer

Date: \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

State of IOWA  
County of

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_ personally known to me or identified to my satisfaction to be the person who executed the within instrument as Authorized Officer of Ocwen Loan Servicing, LLC and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_